(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer, an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note.—(1) Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Act, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the taluk before the 30th June 1942, all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee, nor his employees, shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of the Minor Forest Produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the village Amarai as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the Minor Forest Produce, any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold responsible himself for the acts of his agents or servants in the business of collection and transport.

(*p*) Interest will be charged at 6¼ per cent per annum on all belated payments.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer, the Conservator of Forests, Shimoga, or the Chief Conservator of Forests, as the case may be. In the case of mere forfeiture of the deposit amount, in part or in full, the difference will be made good immediately by the contractor, and if not the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

L. SRINIVASA MURTI,
District Forest Officer.

ENGINEERING DEPARTMENT

BUILDINGS DIVISION, BANGALORE.

Abstract Notification dated 16th May 1940.

The attention of the public is hereby invited to the detailed Notification, calling for tenders for constructing four special wards in New Mental Hospital, Bangalore, published on pages 1154-1156, Part VI on the *Mysore Gazette*, dated 23rd May 1940.

The last date of tender is 8th June 1940.

M. K. RAJAM IYENGAR,
Executive Engineer.

KOLAR DIVISION.

Abstract Notification dated 19th May 1940.

The attention of the public is invited to the detailed Notification, dated 18th May 1940, published on pages 1213-1215, Part VI of the *Mysore Gazette*, dated 30th May 1940, *re* tenders for Restoring and Raising the capacity of Bachimakalapalli Doddakere, Register No. 626 in Mulbagal Taluk.

The last date for lodging of tender is 8th June 1940, up to 2 P.M.

Abstract Notification dated 21st May 1940.

The attention of the public is invited to the detailed notification dated 21st May 1940, published on pages 1215-1217, Part VI of the *Mysore Gazette*, dated 30th May 1940; regarding tender for restoring Karehalli Nandikere Tank, Register No. 363/726 (unrestored minor) in Kolar Taluk. The last date for lodging of tender is 11th June 1940 up to 2 P.M.

Abstract Notification dated 21st May 1940

The attention of the public is invited to the detailed notification dated 21st May 1940, published on pages 1218-1219, Part VI of the *Mysore Gazette*, dated 30th May 1940, regarding tender for restoring Beglibelachenahalli Tank, Register No. 647/783 (unrestored minor) in Kolar Taluk. The last date for lodging of tender is 10th June 1940 up to 2 P.M.

Abstract Notification dated 21st May 1940.

The attention of the public is invited to the detailed notification dated 19th May 1940, published on pages 1220-1222, Part VI of the *Mysore Gazette*, dated 30th May 1940, regarding tender for restoring Konda Thimmanahalli Thummakunte Tank, Register No. 318 (unrestored minor), Mulbagal Taluk. The last date for lodging of tender is 11th June 1940 up to 2 P.M.

Abstract Notification dated 21st May 1940.

The attention of the public is invited to the detailed notification dated 19th May 1940, published on pages 1222-1224, Part VI of the *Mysore Gazette*, dated 30th May 1940, regarding tender for restoring Alangur Devarakere Tank, Register No. 32 (unrestored breached minor), Mulbagal Taluk. The last date for lodging of tender is 10th June 1940 up to 2 P.M.

Abstract Notification dated 20th May 1940.

The attention of the public is invited to the detailed notification dated 20th May 1940, published on pages 1224-1227, Part VI of the *Mysore Gazette*, dated 30th May 1940, *re* tenders for restoring Byrasandra Tank, (unrestored minor Tank) Chintamani Taluk. The last date for lodging of tender is 8th June 1940 up to 2 P.M.

Notification dated 26th May 1940.

1. Sealed tenders will be received at the Office of the Executive Engineer, Kolar Division, up to 2 P.M. on 21st June 1940, for constructing a masonry dam and head sluice with earthen flank, bund across the halla at the junction of Wierhalla of Dodkurgod tank and other small hallas and opening out a feeder channel from the dam to Kudumalakunte Malleswarakere, Goribidnur Taluk (Reg. No. 18.)

2. Tenders in the prescribed form obtainable from the Office of the Executive Engineer, Kolar Division, should be addressed to the Executive Engineer, Kolar Division, in a sealed cover and superscribed as "Tender for constructing a masonry dam and head sluice with earthen flank bund across the halla at the junction of Wierhalla of Dodkurgod tank and other small hallas and opening out a feeder channel from the dam to Kudumalakunte Malleswarakere, Goribidnur Taluk. (Reg. No. 18.)" The name of the tenderer should also be superscribed on the top of the cover.

3. Each tender must be accompanied by a treasury chellan for earnest money of Rs. 285 paid to the treasury to the credit of "17 (*a*) P. W. Deposits" against the account of the Executive Engineer, Kolar Division. The earnest money of the successful tenderer will be retained as security for the due fulfilment of the contract. Such a deposit in cash will not carry any interest.

4. The tenders will be opened in the presence of such tenderers who wish to be present on 21st June 1940 at Kolar. The final acceptance of the tender will rest with the Executive Engineer, who does not bind himself to accept the lowest or any tender, or to assign any reason whatever for the rejection of any.

5. The name of the successful tenderer will be posted on the Notice Board in the Executive Engineer's Office in due course. Within eight days of the acceptance of the tender, the successful tenderer will be required to execute an agreement in the departmental schedule contract form, for the due

fulfilment of the contract, and for the execution of all items of work in accordance with the Bombay specifications. A reserve of 5 per cent will be withheld in the work bills of the contractor and the same repaid after the due fulfilment of the contract.

6. Failure to comply with the condition 5 above, or to agree to carry out the work in accordance with the specifications and agreements in force will entail forfeiture of the earnest money.

7. The earnest money of rejected tenders will be returned on submission of the receipt originally granted, along with an application to the Executive Engineer.

8. Copies of contract documents, schedules and drawings may be seen at any time at the Executive Engineer's Office, Kolar, on all working days between 11 A.M. and 5 P.M.

9. Specific rates should be given for each item in the schedule accompanying the tender and the rates should be in rupees, annas and pies and expressed in words and figures. Tenders offering a percentage reduction on the estimate amount will be rejected.

10. Any rates or lumpsum amounts for the items not called for, if tendered by the tenderer, will not be taken notice of. The rates for such items may be entered in a separate schedule with date and reasons for the same. When lumpsum provisions are shown in the schedule of quantities, the contractor will be paid at either his tendered rate for each item or the prevailing schedule of rates in the Division at the discretion of the Executive Engineer.

11. No alterations which are made by the tenderers in the tender form in the nomenclature of the items of work will be recognised and if corrections are made the tenders are liable to rejection.

12. There should be no alterations or erasures in the tenders in the rates of items and any corrections made in the rates should be attested to, and the number of corrections, if any, in each page noted at the foot of the same by the tenderer.

13. No reference should be made to the Public Works Department schedule of rates.

14. In the event of the tender being submitted by a firm, it must be signed separately and severally by each member thereof, or in the event of absence of any partner, it must be signed on his behalf by a person holding power-of-attorney authorising him to do so.

15. When once the rates tendered have been accepted, they will not be revised under any circumstances. In regard to items of work not tendered, the rates for the same will be calculated by the Executive Engineer, on the basis of current rates for materials and labour with a contractor's profit of 5 per cent as may be approved by the Superintending Engineer. This shall be final and legally binding on the tenderer.

16. The quantities given in the schedule are only approximate and the drawings shown to the contractor are only tentative and are liable to alterations, omissions, deductions or additions, at the discretion of the Executive Engineer or his representative and may be due to any reasons whatsoever. The tendered rates will hold good for any quantity, whether higher or lower than those given in the enclosed schedule.

17. The works should be completed and handed over in a tidy condition to the Public Works Department by the end of April 1941, failing which the Executive Engineer may, at his discretion, levy a penalty of Rs. 5 per day which will ordinarily be calculated at 12 per cent per annum on the total outlay as liquidated damages for non-fulfilment of contract, and will be recovered from the contractor's outstandings for the period exceeded by him beyond the time fixed and until the work is completed and handed over.

18. In all matters of disputes of any kind not specially provided for in the agreement or of rates, penalties, measurements, quality of work, etc., the decision of the Chief or the Superintending Engineer shall be final and legally binding.

19. No claim for damages for delays caused by officers of the department in the execution of the work will be considered, whatever may be the reasons for such delays. Contractors should bear this in mind when tendering for the work. Extension of time due to delays caused by the departmental officers will, however, be considered on the merits of each case.

20. The contract should not be sublet.

21. All materials, tools and plant and machinery that will be supplied by the Executive Engineer in the interest of the work shall be accepted by the tenderer at the rates fixed by the Executive Engineer. The tenderer will pay the hire on tools and plant and machinery as per rules from the date of taking over of such machinery, tools and plant from the Stores to the date of return thereto, the dates considered being the dates of acknowledgments of the vouchers in each transaction.

22. The contractor should arrange for the payment of royalty and tolls.

Note.—(*a*) The contractor should at his own cost—

(1) Provide rods, stakes, ropes and labour required in setting out the works.
(2) Provide all necessary scaffolding, centering, labour and appliances for hoisting.
(3) Provide mortar mills and sheds, to keep materials under cover and also for workmen.
(4) Arrange for protecting work during inclement weather.
(5) Supply requisite temporary lights, water cisterns, water pumps and hoses, sieves, parahs, shoring, strutting and other requisite protective appliances during the progress of the work.
(6) Supply all water required for work and workmen and shall provide temporary latrines and drains.
(7) Clean away all dirt, rubbish, superfluous materials and debris as they accumulate.
(8) Provide arrangements for pumping and baling of water from excavations and foundations wherever and whenever necessary with his own pumping apparatus including necessary leading drains, slump pits, etc.
(9) Afford facilities to any other parties employed upon the work by the P. W. D., so that their work may proceed during the progress of the contract, and give such persons the use of ordinary scaffolding and ladders.

(10) The contractor is responsible for all accidents to workmen, etc., on the work and must take precaution against all risk of accidents and if necessary provide for the same by Insurance at the proper time.

Note.—(*b*) It is the business of the contractor to make his own arrangements for quarries and supplies of materials.

N. B.—Copies of tenders in the prescribed form are obtainable from the office of the Executive Engineer, Kolar Division, Kolar, only on a payment of Re. 0-4-0 per form.

Abstract estimate for constructing a Masonry Dam and Head Sluice with earthen flank bund across the halla at the junction of Weirhalla of Dodkurgod tank and other small hallas and opening out a feeder channel from the Dam to Kudumalakunte Malleswarakere, Goribidnur Taluk (Register No. 18).

No.	Items of work	Unit	Rate	Quantity	Rates to be tendered
	I. ANICUT WITH FLANK BUND.		Rs. a. p.		Rs.
	(A) Masonry Dam and Head Sluice.				
1	Earthwork excavation for foundation ..	C.yd.	0 2 6	142	
2	Burnt stone jelly concrete in surki mortar ..	C.ft.	0 4 0	863	
3	Burnt brick in surki mortar	,,	0 4 6	1,973	
4	Plastering with surki mortar	Sqr.	3 4 0	11·25	
5	Burnt stone slabs 6″ thick dressed and fixed ..	S.ft.	0 4 6	493	
6	New stone work with grave backing ..	C.yd.	1 8 0	175	
7	Jelly filling below apron	C.yd.	0 12 0	19	
8	Providing joggle joints	No.	1 0 0	14	
9	Cut stone work	C.ft.	2 0 0	3	
10	Cutting channel $2\frac{1}{2}'' \times 2\frac{1}{2}''$ in the gravel stones and in cill slab and drilling holes in the top slab, etc.	L. S.	..	..	
11	Providing a teakwood shutter for head sluice $2\frac{1}{2}''$ thick with gearing arrangement and necessary framework including T.W. beam with holding down bolts, etc., complete ..	,,	..	..	
	Total ..				
	(B) Constructing Flank Bund.				
1	Earthwork to bund with watering and consolidation including lead of 150 ft. and lift of 10 ft.	C.yd.	0 3 0	4,329	
2	Turfing slopes	S.yd.	0 0 9	1,888	
3	New stone work with jelly wedging ..	C.yd.	1 8 0	701	
4	Jungle clearing including removal of roots ..	L. S.	..	..	
5	Removal of sand in the halla in the bund and dam portion	,,	..	..	
	Total ..				
	II. CHANNEL PORTION.				
1	Earthwork excavation in ordinary soil and forming spoil bank	C.yd.	0 2 6	4,620	
2	Do in hard gravelly soil ..	,,	0 3 6	352	
3	Do in hard gravel mixed with jelly	,,	0 5 0	510	
4	Do in soft rock	,,	0 8 0	352	
5	Providing Silt dams with the necessary materials	No.	50 0 0	3	
6	Cart bridge	,,	200 0 0	1	
7	Providing revetment to channel wherever necessary	L. S.	..	..	
	Total ..				

Notification dated 26th May 1940.

1. Sealed tenders will be received at the Office of the Executive Engineer, Kolar Division, up to 2 P.M. on 21st June 1940, for constructing a Car shed for the Car of Sree Ramalingeswaraswami Temple at Avani, Mulbagal Taluk.

2. Tenders in the prescribed form obtainable from the Office of the Executive Engineer, Kolar Division, should be addressed to the Executive Engineer, Kolar Division, in a sealed cover and superscribed as "Tender for constructing a Car shed for the Car of Sree Ramalingeswaraswami Temple at Avani, Mulbagal Taluk". The name of the tenderer should also be superscribed on the top of the cover.

3. Each tender must be accompanied by a Treasury chellân for earnest money of Rs. 165 paid to the treasury to the credit of "17 (*a*) P. W. Deposits" against the account of the Executive Engineer, Kolar Division. The earnest money of the successful tenderer will be retained as security for the due fulfilment of the contract. Such a deposit in cash will not carry any interest.

4. The tenders will be opened in the presence of such tenderers who wish to be present on 21st June 1940 at Kolar. The final acceptance of the tender will rest with the Executive Engineer who does not bind himself to accept the lowest or any tender, or to assign any reason whatever for the rejection of any.

5. The name of the successful tenderer will be posted on the Notice Board in the Executive Engineer's Office in due course. Within eight days of the acceptance of the tender, the successful tenderer will be required to execute an agreement in the departmental schedule contract form for the due fulfilment of the contract, and for the execution of all items of work in accordance with the Bombay specifications. A reserve of 5 per cent will be withheld in the work bills of the contractor and the same repaid after the due fulfilment of the contract.

6. Failure to comply with the condition 5 above or to agree to carry out the work in accordance with the specifications and agreements in force will entail forfeiture of the earnest money.

7. The earnest money of rejected tenders will be returned on submission of the receipt originally granted, along with an application to the Executive Engineer.

8. Copies of contract documents, schedules and drawings may be seen at any time at the Executive Engineer's Office, Kolar, on all working days, between 11 A.M. and 5 P.M.

9. Specific rates should be given for each item in the schedule accompanying the tender and the rates should be in rupees, annas and pies and expressed in words and figures. Tenders offering a percentage reduction on the estimate amount will be rejected.

10. Any rates or lumpsum amounts for the items not called for, if tendered by the tenderer, will not be taken notice of. The rates for such items may be entered in a separate schedule with date and reasons for the same. When lumpsum provisions are shown in the schedule of quantities the contractor will be paid at either his tendered rate for each item or the prevailing schedule of rates in the division at the discretion of the Executive Engineer.

11. No alterations which are made by the tenderers in the tender form in the nomenclature of the items of work will be recognised and if corrections are made, the tenders are liable to rejection.

12. There should be no alterations or erasures in the tenders in the rates of items and any corrections made in the rates should be attested to, and the number of corrections, if any, in each page, noted at the foot of the same by the tenderer.

13. No reference should be made to the Public Works Department schedule of rates.

14. In the event of the tender being submitted by a firm, it must be signed separately and severally by each member thereof, or in the event of absence of any partner, it must be signed on his behalf by a person holding power-of-attorney authorising him to do so.

15. When once the rates tendered have been accepted, they will not be revised under any circumstances. In regard to items of work not tendered, the rates for the same will be calculated by the Executive Engineer on the basis of current rates for materials and labour with a contractor's profit of 5 per cent as may be approved by the Superintending Engineer. This shall be final and legally binding on the tenderer.

16. The quantities given in the schedule are only approximate and the drawings shown to the contractor are only tentative and are liable to alterations, omissions, deductions, or additions at the discretion of the Executive Engineer or his representative and may be due to any reasons whatsoever. The tendered rates will hold good for any quantity, whether higher or lower than those given in the enclosed schedule.

17. The works should be completed and handed over in a tidy condition to the Public Works Department by the end of December 1940, failing which the Executive Engineer may, at his discretion, levy a penalty of Rs. 5 per day which will ordinarily be calculated at 12 per cent per annum on the total outlay as liquidated damages for non-fulfilment of contract, and will be recovered from the contractor's outstandings for the period exceeded by him beyond the time fixed and until the work is completed and handed over.

18. In all matters of disputes of any kind not specially provided for in the agreement or of rates, penalties, measurements, quality of work, etc., the decision of the Chief or the Superintending Engineer shall be final and legally binding.

19. No claim for damages for delays caused by officers of the department in the execution of the work will be considered, whatever may be the reasons for such delays. Contractors should bear this in mind when tendering for the work. Extension of time due to delays caused by the departmental officers will, however, be considered on the merits of each case.

20. The contract should not be sublet.

21. All materials, tools and plant and machinery that will be supplied by the Executive Engineer in the interest of the work shall be accepted by the tenderer at the rates fixed by the Executive

Engineer. The tenderer will pay the hire on tools and plant and machinery as per rules from the date of taking over of such machinery, tools and plant from the Stores to the date of return thereto, the dates considered being the dates of acknowledgments of the vouchers in each transaction.

22. The contractor should arrange for the payment of royalty and tolls.

Note.—(*a*) The contractor should at his own cost—

(1) Provide rods, stakes, ropes and labour required in setting out the works.

(2) Provide all necessary scaffolding, centering, labour and appliances for hoisting.

(3) Provide mortar mills and sheds to keep materials under cover and also for workmen.

(4) Arrange for protecting work during inclement weather.

(5) Supply requisite temporary lights, water cisterns, water pumps and hoses, sieves, parahs, shoring, strutting and other requisite protective appliances during the progress of the work.

(6) Supply all water required for work and workmen and shall provide temporary latrines and drains.

(7) Clean away all dirt, rubbish, superfluous materials and debris as they accumulate.

(8) Provide arrangements for pumping and baling of water from excavations and foundations wherever and whenever necessary with his own pumping apparatus including necessary leading drains, slump pits, etc.

(9) Afford facilities to any other parties employed upon the work by the P.W.D., so that their work may proceed during the progress of the contract, and give such persons the use of ordinary scaffolding and ladders.

(10) The contractor is responsible for all accidents to workmen, etc., on the work and he must take precaution against all risk of accidents and if necessary provide for the same by insurance at the proper time.

Note.—(*b*) It is the business of the contractor to make his own arrangements for quarries and supplies of materials.

N.B.—Copies of tenders in the prescribed form are obtainable from the office of the Executive Engineer, Kolar Division, Kolar, only on a payment of annas four per form.

Abstract estimate for constructing a Car Shed for the Car of Sree Ramalingeswaraswami Temple at Avani, Mulbagal Taluk.

No.	Items of work	Unit	Rate	Quantity	Rates to be tendered
			Rs. a. p.		Rs.
1	Removing the slabs and pillars alround (temporarily fixed)	L. S.	..	..	
2	Earthwork excavation for foundation and filling in basement	C.yd.	0 2 6	80	
3	Laying burnt stone jelly concrete in chunam mortar for the foundation	C.ft.	0 3 6	716	
4	Filling in foundation and basement with size stone in chunam mortar including bond stone at 6′ apart	,,	0 4 0	1,181	
5	Size stone in lime mortar superstructure with necessary bond stones	,,	0 5 0	5,689	
6	Teakwood wrought and put up	,,	4 8 0	64·77	
7	Roofing with zinc sheets with necessary iron fittings, etc., complete	Sqr.	16 0 0	10·44	
8	Removing and resetting the slabs of existing flooring on 3″ jelly concrete including cement mortar pointing duly racking and joints ..	Sqr.	8 0 0	5·64	
9	Cement mortar pointing to the walls after raking joints to ¾″ or 1″ deep	,,	3 8 0	51·71	
10	Wood oiling, two coats to the roofing (wood work)	,,	2 0 0	1·55	
11	Removing and refixing the zinc sheet door with necessary repairs	L. S.			

C. R. IYENGAR,
Executive Engineer.

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